

20188727

Long-Arm Citation

ds

TERRELL, SARAH

VERSUS

WINNFIELD LIFE INSURANCE COMPANY ETAL

NO. 543956-B
STATE OF LOUISIANA
PARISH OF CADDO
FIRST JUDICIAL DISTRICT COURT

THE STATE OF LOUISIANA: TO **STUART ALLEN & ASSOCIATES, INC, THRU**
PRESIDENT/CEO OR OTHER DIRECTOR OR
OFFICER
5447 EAST 5TH STREET, SUTIE 110
TUCSON, ARIZONA 85711-2345

YOU HAVE BEEN SUED.

Attached to this Citation is a certified copy of the Petition.* The petition tells you what you are being sued for.

You must EITHER do what the petition asks, OR, within THIRTY (30) days after you have received these documents, you must file an answer or other legal pleadings in the Office of the Clerk of this Court at the Caddo Parish Court House, 501 Texas Street, Room 103, Shreveport, Louisiana.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within THIRTY (30) days, a judgment may be entered against you without further notice.

This Citation was issued by the Clerk of Court for Caddo Parish, on this date September 02, 2010.

*Also attached are the following:
___ REQUEST FOR ADMISSIONS OF FACTS
___ INTERROGATORIES
___ REQUEST FOR PRODUCTION OF DOCUMENTS

GARY LOFTIN, CLERK OF COURT
MIKE SPENCE, CHIEF DEPUTY

By: *David Szwak*
Deputy Clerk

DAVID SZWAK 4019
Attorney

SERVICE INFORMATION: Date _____

Personal _____ Domiciliary _____ to _____

Unserved _____ because _____

Remarks _____

Deputy Sheriff



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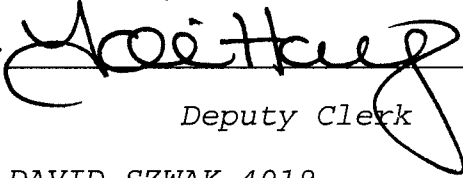
— REQUEST FOR PRODUCTION OF DOCUMENTS

—

GARY LOFTIN, CLERK OF COURT

MIKE SPENCE, CHIEF DEPUTY

By:



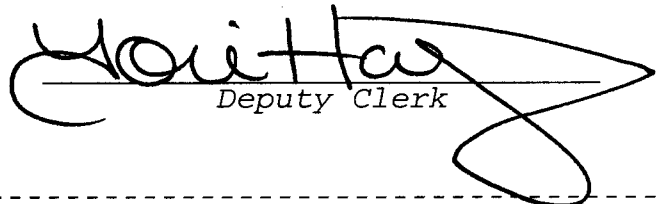
Deputy Clerk

DAVID SZWAK 4019

Attorney

NOTICE: ALL PARTIES ARE
EXPECTED TO COMPLY WITH
ALL LOCAL COURT RULES
INCLUDING BUT NOT LIMITED
TO RULE 12 OF FAMILY LAW
DIVISION RULES.

A TRUE COPY -- ATTEST



Deputy Clerk

These documents mean you have been sued. Legal assistance is advisable and you should contact a lawyer immediately. If you want a lawyer and cannot find one, please call the Shreveport Lawyer Referral Service at 222-0720. The Shreveport Lawyer Referral Service is affiliated with the Shreveport Bar Association. If eligible, you may be entitled to legal assistance at no cost to you through Legal Services of North Louisiana, Inc; please call 222-7281 for more information.

JUDGES AND COURT PERSONNEL, INCLUDING THE SHERIFF AND CLERK OF COURT EMPLOYEES, CANNOT GIVE LEGAL ADVICE.

If you are a person with a disability, reasonable accomodation and assistance may be available to allow for your participation in the court proceedings. Please contact the Clerk of Court's office for more information.

SERVICE COPY

SARAH TERRELL

543950 B
NUMBER:

DIV:

Versus

FIRST JUDICIAL DISTRICT COURT

WINNFIELD LIFE INSURANCE COMPANY,
INC., LIBERTY BANKERS LIFE INSURANCE
COMPANY, INC., and STUART ALLEN &
ASSOCIATES, INC.

CADDO PARISH, LOUISIANA

P E T I T I O N

NOW INTO COURT, through undersigned counsel, comes SARAH TERRELL, Plaintiff
in the above entitled and captioned matter, who respectfully prays for Judgment of this
Honorable Court against defendants, WINNFIELD LIFE INSURANCE COMPANY, INC.,
LIBERTY BANKERS LIFE INSURANCE COMPANY, INC., and STUART ALLEN &
ASSOCIATES, INC., jointly, severally and in solido, to the maximum possible extent, as set
forth in the following petition:

1.

Plaintiff is a major domiciliary of Shreveport, Caddo Parish, Louisiana.

2.

Made Defendants herein are:

- [a] WINNFIELD LIFE INSURANCE COMPANY, INC., a foreign insurer believed to be
licensed to do and doing business in Louisiana, who may be served with citation and
petition in this Action through its statutory agent for service of process: Jay Dardenne,
Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, Louisiana;
- [b] LIBERTY BANKERS LIFE INSURANCE COMPANY, INC., a foreign insurer believed
to be licensed to do and doing business in Louisiana, who may be served with citation and
petition in this Action through its statutory agent for service of process: Jay Dardenne,
Louisiana Secretary of State, 8585 Archives Avenue, Baton Rouge, Louisiana;; and
- [c] STUART ALLEN & ASSOCIATES, INC., a foreign corporation and debt collector
believed to not be licensed to do but doing business in Louisiana, who may be served
with citation and petition in this Action, pursuant to the Louisiana Long-Arm statute, with
Long-Arm citation and petition addressed to President/CEO or other Director or Officer,
STUART ALLEN & ASSOCIATES, INC., 5447 East 5th Street, Suite 110, Tucson,
Arizona 85711-2345.

Defendants, WINNFIELDFIELD LIFE INSURANCE COMPANY, INC., LIBERTY BANKERS LIFE INSURANCE COMPANY, INC., and STUART ALLEN & ASSOCIATES, INC., may be referred to herein collectively as "defendants." Defendants should be held liable unto plaintiff jointly, severally and in solido, to the maximum possible extent.

3.

Defendant, WINNFIELDFIELD LIFE INSURANCE COMPANY, INC., is a wholly owned subsidiary of LIBERTY BANKERS LIFE INSURANCE COMPANY, INC.

4.

Plaintiff respectfully asserts that this Honorable Court has jurisdiction and venue is proper in this case as many of the transactions, agreements and events took place in Shreveport, Caddo Parish, Louisiana, and Plaintiff has been damaged in Shreveport, Caddo Parish, Louisiana.

5.

Plaintiff respectfully requests that this Honorable Court award plaintiff her actual, statutory, and compensatory damages, as well as punitive or exemplary damages, against the Defendants.

6.

Plaintiff respectfully requests that this Honorable Court award plaintiff her litigation expenses and other costs of litigation and reasonable attorneys' fees incurred in this litigation.

7.

Defendant, WINNFIELDFIELD LIFE INSURANCE COMPANY, INC., hired Plaintiff as an insurance salesman and agent and directed plaintiff to make insurance sales in Shreveport, Caddo Parish, Louisiana.

8.

Defendant, WINNFIELDFIELD LIFE INSURANCE COMPANY, INC., contracted with Plaintiff to have Plaintiff sell its insurance products to consumers and Defendant, WINNFIELDFIELD LIFE INSURANCE COMPANY, INC., agreed to pay Plaintiff a commission for each product sold to a new customer.

9.

Plaintiff sold a number of insurance products to consumers, on behalf of Defendant, WINNFIELDFIELD LIFE INSURANCE COMPANY, INC., in Shreveport, Caddo Parish, Louisiana.

10.

Defendant, WINNFIELDF LIFE INSURANCE COMPANY, INC., contracted with Plaintiff to direct deposit her commissions into Plaintiff's bank account.

11.

Based on difficulties with Defendant, WINNFIELDF LIFE INSURANCE COMPANY, INC., Plaintiff opted to terminate the employment relationship.

12.

Defendant, WINNFIELDF LIFE INSURANCE COMPANY, INC., failed to collect premiums from customers that applied for and purchased insurance products through Plaintiff.

13.

Defendant, WINNFIELDF LIFE INSURANCE COMPANY, INC., failed to hire a new agent in Shreveport and subsequently insurance product sales were terminated by customers.

14.

Despite the fact that Plaintiff left the insurance sales business and is not competing with Defendant, WINNFIELDF LIFE INSURANCE COMPANY, INC., Defendant, WINNFIELDF LIFE INSURANCE COMPANY, INC., attempted to blame the loss of business from the customers on Plaintiff.

15.

Defendant, WINNFIELDF LIFE INSURANCE COMPANY, INC., and its parent insurance affiliate, LIBERTY BANKERS LIFE INSURANCE COMPANY, INC., engaged in a reckless and wanton campaign of maligning Plaintiff and even engaged defendant, STUART ALLEN & ASSOCIATES, INC., to harass Plaintiff with debt collection letters, false credit reportings and other improper collection contacts, all claiming that Plaintiff is indebted to Defendants, WINNFIELDF LIFE INSURANCE COMPANY, INC., and LIBERTY BANKERS LIFE INSURANCE COMPANY, INC.

16.

Plaintiff owes defendants nothing.

17.

Defendants have caused false credit reportings to be placed on plaintiff's consumer [credit] reports with the national consumer reporting agencies.

18.

Defendants' false credit reportings have caused Plaintiff to sustain adverse action and damages.

19.

Plaintiff had an addition constructed on her home and her mortgage lender, Chase Bank, accessed her consumer report which contained the false collection credit reporting caused by defendants and which was relied upon by Chase Bank. Plaintiff sustained adverse action and was damaged as a result.

20.

For several months, defendants have placed plaintiff's phone number in an automated phone call queue causing her phone to ring incessantly and causing her to receive harassing automated phone call messages and contacts.

21.

Plaintiff has contested the fraudulent and harassing collection contacts from defendants.

22.

Plaintiff seeks declaratory relief finding that: [1] plaintiff does not owe defendants, individually or collectively; [2] defendants' credit reportings and collection contacts are false and improper; and [3] plaintiff has not damaged defendants; [4] that defendants are required to correct plaintiff's credit reports and other reportings of information about plaintiff, by retracting said reportings; and [5] other declaratory relief deemed necessary or proper by the court.

23.

Plaintiff is also entitled to injunctive relief in favor of plaintiff and against defendant: [1] ordering defendants not to make any efforts to collect anything against plaintiff or her property; [2] enjoining defendants from further contacts with plaintiff; [3] enjoining defendants from calling plaintiff's phone or her place of employment, relatives, friends or others affiliated with plaintiff; [4] enjoining defendant from any and all credit reportings concerning plaintiff; [5] ordering defendant to correct plaintiff's credit reports and to retract their credit reportings and other reportings of information about plaintiff; and [6] other injunctive relief deemed necessary or proper by the court.

24.

Defendant, STUART ALLEN & ASSOCIATES, INC., is a debt collector and credit bureau subscriber engaged by co-defendants to illegally harass, damage and pursue plaintiff.

25.

Defendants have repeatedly made efforts to collect monies from plaintiff that are not due them and ignored plaintiff's protests.

26.

Defendants has likewise willfully, maliciously and with intent to injure plaintiff, falsely reported information about plaintiff to the national consumer reporting agencies who in turn re-reported said information to third persons thereby defaming and injuring plaintiff.

27.

Defendants are liable unto plaintiff for her damages and other awards proper under her causes of action and fault of defendants as set forth in the following illustrative, non-exclusive particulars:

- [a] Violations of LUTPA, La. R.S. 51:1401, et. seq.;
- [b] Breach of contract;
- [c] Defamation;
- [d] Invasion of privacy;
- [e] Fraud; and
- [f] Other acts of fault and breach to be proven at the trial on the merits.

28.

Defendant, STUART ALLEN & ASSOCIATES, INC., is a debt collector. This Defendant falsely represented the amount and legal status of an alleged debt and further reported same to others, including credit reporting agencies and to plaintiff, all in multiple violations of 15 USC 1692e. Defendant also used false representations and deceptive practices in connection with collection of an alleged debt from Plaintiff. 15 USC 1692e. Defendant also used unfair or unconscionable means against Plaintiff in connection with an attempt to collect a debt. 15 USC 1692e, 1692f. Defendant also failed to provide Plaintiff with the notices required by 15 USC 1692g, either in the initial communication with Plaintiff, or in writing within 5 days thereof, per 15 USC 1692g(a).

29.

Plaintiff has sustained damages caused by defendant, including economic damages and non-economic damages.

30.

Plaintiff asserts that there is causation between her causes of action and the damages sought, namely actual, statutory, exemplary and punitive damages, out-of-pocket expenses, property damages to her credit rating, pain and suffering, embarrassment, inconvenience, lost economic and investment opportunity, loss of incidental time, frustration, emotional distress, stress, sickness, mental anguish, fear of financial and personal security, attorneys' fees, and court costs, and other assessments proper by law.

WHEREFORE PLAINTIFF, SARAH TERRELL, PRAYS that after all due proceedings be had there be judgment herein in favor of Plaintiff and against Defendants, WINNFIELD LIFE INSURANCE COMPANY, INC., LIBERTY BANKERS LIFE INSURANCE COMPANY, INC., and STUART ALLEN & ASSOCIATES, INC., as follows:

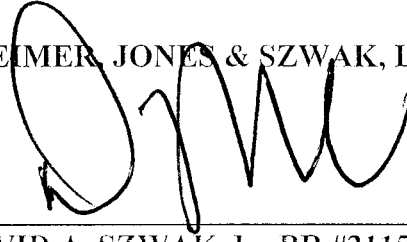
- 1) That there be Judgment in favor of Plaintiff and against defendants, jointly, severally and in solido, to the maximum possible extent, for all reasonable damages sustained by Plaintiff, together with other awards and relief requested, including but not limited to attorneys' fees, and court costs, and other assessments proper by law and any and all other applicable laws, together with legal interest thereon from date of judicial demand until paid in full;
- 2) That there be Judgment in favor of Plaintiff and against defendants for all declaratory relief requested; and
- 3) That there be Judgment in favor of Plaintiff and against defendants for all injunctive relief requested.

FURTHER Prays for all such additional, general and equitable relief as may be necessary and proper in the premises.

Respectfully submitted,

BODENHEIMER, JONES & SZWAK, LLC

By:



DAVID A. SZWAK, La.BR #21157
416 Travis Street, Suite 1404
Mid South Tower
Shreveport, Louisiana 71101
(318) 424-1400
FAX 221-6555

COUNSEL FOR PLAINTIFF

PLEASE SERVE:

WINNFIELD LIFE INSURANCE COMPANY, INC.,
who may be served with citation and petition in this Action
through its statutory agent for service of process:
Jay Dardenne, Louisiana Secretary of State
8585 Archives Avenue, Baton Rouge, Louisiana; and

LIBERTY BANKERS LIFE INSURANCE COMPANY, INC.,
who may be served with citation and petition in this Action
through its statutory agent for service of process:
Jay Dardenne, Louisiana Secretary of State
8585 Archives Avenue, Baton Rouge, Louisiana;

PLEASE ISSUE LONG-ARM CITATION AND COPY OF PETITION FOR LONG-ARM SERVICE ON:

STUART ALLEN & ASSOCIATES, INC.,
who may be served with citation and petition in this Action,
pursuant to the Louisiana Long-Arm statute,
with Long-Arm citation and petition addressed to:
President/CEO or other Director or Officer
STUART ALLEN & ASSOCIATES, INC.
5447 East 5th Street, Suite 110
Tucson, Arizona 85711-2345.

ENDORSED FILED
ERIN LATTIN, Deputy Clerk

SEP 01 2010

A TRUE COPY - Attest



ERIN LATTIN, DEPUTY CLERK

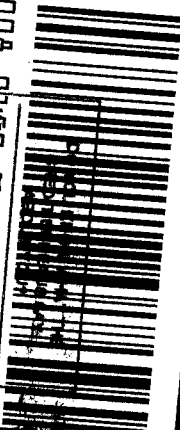
Page -7-

**BODENHEIMER,
JONES & SZWAK**
LLC

ATTORNEYS AT LAW
416 TRAVIS STREET, SUITE 1404
MID SOUTH TOWERS
SHREVEPORT, LOUISIANA 71101

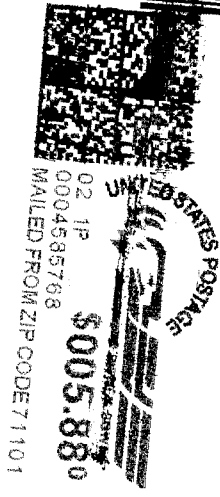
Liz

CERTIFIED MAIL™



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Stuart Allen & Associates, Inc.
Thru President/CEO or Other Director
or Officer
5447 East 5th Street, Suite 110
Tuscon, AZ 85711-2345



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